

**A**  
**REQUEST FOR PROPOSALS (RFP)**

**For:**

**DHFS HIPAA Security Risk Assessment**

**RFP# 0438 DMT-BIS-SM**

**Issued by:**

**STATE OF WISCONSIN  
DEPARTMENT OF HEALTH AND FAMILY SERVICES  
DIVISION OF MANAGEMENT AND TECHNOLOGY  
CENTER FOR UNIFORMITY, SECURITY AND PRIVACY  
March 29, 2004**

**Proposals must be submitted  
no later than May 10, 2004 at 1:00 PM C.D.T.**

**For further information regarding this  
RFP contact Richard Bucheger at (608) 266-2155  
e-mail [BucheRC@dhfs.state.wi.us](mailto:BucheRC@dhfs.state.wi.us)  
TTY: (608) 266-7376**

**LATE PROPOSALS WILL BE REJECTED**

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:**  
only.)

AGENCY ADDRESS:

**Bonnie Alexander**  
**1 W. Wilson Street Room B174**  
**P.O. Box 7850**  
**Madison, WI 53707**

**REQUEST FOR PROPOSAL**

**THIS IS NOT AN ORDER**

PROPOSER (Name and Address)

☐ Remove from proposer list for this commodity/service. (Return this page

Proposal envelope must be sealed and plainly marked in lower corner with due date and for Proposal # 0438 DMT-BIS-SM. Late proposals will be rejected. Proposals MUST be submitted by the soliciting purchasing office on or before the date and time proposal is due. Proposals dated and time stamped in another office will be rejected. Re proposal by the mail system does not constitute receipt of a proposal by the purchasing of proposal which is inadvertently opened as a result of not being properly and clearly marked subject to rejection. Proposals must be submitted separately, i.e., not included with packages or other proposals. Proposal openings are public unless otherwise specified. Proposals will be available for public inspection after issuance of the notice of intent to award or the contract. Proposer should contact person named below for an appointment to proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of opening, unless otherwise noted. The attached terms and conditions apply to any such award.

Proposals MUST be in this office no later than

**May 10, 2004 1:00 CDT**

Public Opening

No Public Opening

Name (Contact for further information)

**Richard Bucheger**

Phone

Date

608-266-2155

Quote Price and Delivery FOB

Description

This proposal is for the DHFS HIPAA Security Risk Assessment. It provides risk assessment and management services for the purpose of complying with the Security Standards of the Health Insurance Portability and Accountability Act (HIPAA).

Payment Terms:

Delivery Time:

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Wisconsin Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered by this bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above information is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)	Title	Phone ( )
		Fax ( )
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

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## **1.0 GENERAL INFORMATION**

### **1.1 Introduction and Background**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for providing the Department of Health and Family Services (DHFS), Center for Uniformity, Security and Privacy (CUSP), with risk assessment and management services for the purpose of complying with the Security Standards of the Health Insurance Portability and Accountability Act (HIPAA). CUSP is responsible for HIPAA Security and Privacy coordination and implementation within DHFS. DHFS CUSP intends to use the results of this solicitation to award a contract for risk assessment and management services, targeting specific areas of information security practices. The approach, methodology, outcomes, deliverables and recommendations of this project must complement and integrate with the Department's overall strategy for complying with the HIPAA security regulations.

Additional background information about DHFS, its mission, initiatives, and other pertinent information can be found at: <http://www.dhfs.state.wi.us/>.

#### **1.1.1 DHFS HIPAA applicability and designation**

DHFS is a "Covered Entity" (CE) under the Administrative Simplification provisions of HIPAA and therefore is directly impacted by the requirements of this federal legislation. Furthermore, DHFS operates programs that are health plans and manages facilities that are health care providers and is defined as a "hybrid entity" under HIPAA. DHFS has documented the designation of its Health Care Components (HCC) as required by HIPAA (see **Appendix A - DHFS Health Care Components** for detailed information).

HIPAA requires each HCC to protect the privacy and security of electronic protected health information (e-PHI). Specifically, Covered Entities must comply with the applicable standards, implementation specifications, and requirements of the HIPAA Security Standards for the Protection of Electronic Protected Health Information (hereafter, the HIPAA Security Rule), 45 C. F. R. Parts 160, 162, 164, 68 Fed. Reg. 8334 (Feb. 20, 2003), with respect to electronic protected health information. Generally, the HIPAA Security Rule requires a Covered Entity to:

- Ensure the confidentiality, integrity, and availability of all electronic protected health information the covered entity creates, receives, maintains, or transmits;
- Protect against any reasonably anticipated threats or hazards to the security or integrity of such information;
- Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the HIPAA Security Rule (45 CFR Part 164, subpart E); and
- Ensure compliance with the HIPAA Security Rule by its workforce.

Specific rules relating to HIPAA, as well as the Security Standards can be downloaded from the U.S. Department of Health and Human Services at: <http://www.cms.hhs.gov/hipaa/hipaa2/regulations/security>.

#### **1.1.2 Current DHFS security policies and practices**

A wide variety of Departmental IT security policies have been implemented to ensure the confidentiality, integrity and availability of the Department's IT resources, such as: security administration, physical security, appropriate use of information resources, Internet acceptable use, virus protection safeguards, computer systems and network access, software installation, e-mail appropriate use, etc. We believe to a large degree the work we've done in the security area is consistent with HIPAA security rule standards. However, we are soliciting an objective, highly skilled, experienced, independent third-party review and assessment of a selection of our business practices and security safeguards to help assure our compliance with the HIPAA Security Standards.

### **1.2 DHFS HIPAA Compliance Approach**

#### **1.2.1 DHFS periodic risk assessments**

DHFS' security practices, to varying degrees of rigor, are reviewed on a recurring basis. The State of Wisconsin Legislative Audit Bureau (LAB) and the Department's Office of Program Review and Audit (OPRA), on a regular basis, assess DHFS' security controls, policies, and practices in a continuous improvement process.

DHFS manages federally funded systems and is therefore required to assess security risks for those systems every 2 years under the provisions of Title 45 Code of Federal Regulations 95.621 (hereafter, 45 CFR 95.621). It is our intent to satisfy the requirements of 45 CFR 95.621 as an outcome of our HIPAA security assessment work. Therefore, the proposer's assessment methodology and work products must be consistent with the requirements of 45 CFR 95.621.

#### 1.2.2 DHFS HIPAA Security Standards compliance approach and strategy

The risk analysis and risk management process is the cornerstone for HIPAA security compliance. This Request for Proposal (RFP) solicits proposals for risk assessment services for the purpose of complying with the HIPAA security rule. DHFS' strategy for conducting an assessment of its security risks involves a two pronged approach; a self-assessment and an expert third party assessment. DHFS' internal audit staff will conduct the self-assessment. The assessment services we seek from an expert third party will focus on three topical areas: the DHFS enterprise and its Health Care Components (organizational risk assessment - refer to Section 2.1), the DHFS IT infrastructure (wide area network risk assessment - refer to Section 2.2), and three distinct IT information systems (information system risk assessment - refer to Section 2.3). We identify the area where each implementation specification will be assessed and who will do the assessment. The **DHFS HIPAA Security Risk Assessment Architecture** offers a breakdown of the work effort (see **Appendix B**). Note that only a subset of the HIPAA implementation specifications will be reviewed and assessed through this RFP work effort.

DHFS will use the National Institute of Standards and Technology (NIST) 800-26 "Security Self-Assessment Guide for Information Technology Systems" and NIST 800-30 "Risk Management Guide for Information Technology Systems" as the basis for our self-assessment work. Proposers must use NIST or equivalent content and assessment methodologies.

#### 1.2.3 Implementation specification preliminary gap analysis

In deciding which implementation specifications DHFS will assess in-house versus what needs to be assessed by an expert third party, we mapped each specification across three topical areas: organization, Wide-Area Network (WAN) and information system. We took into consideration three factors: relative importance, degree of gap, and level of assessment. We defined relative importance in terms of how valuable or necessary a particular security safeguard is in its contribution to the success of our overall security program. We ranked each implementation specification's relative importance as high, medium, or low. Next we conducted a preliminary gap analysis of each implementation specification, and ranked our current gap as high, medium, or low. In deciding our degree of gap, we considered how frequent a particular area was assessed and how thoroughly our current policies or practices address security risks in that area. Upon establishing our perceived gap, we consulted previous risk assessments and audit findings, both internal and external, and ranked our "assessed risk" as high, medium, or low. Finally, we analyzed our rankings and determined where we would derive the most benefit from our RFP work effort, taking into account our resource availability, experience and skill sets. We decided our internal audit staff will conduct a risk assessment in areas of "low risk" or "low gap." Through this RFP, an independent expert third party will conduct an assessment of specific areas where a gap analysis was not completed and/or areas requiring further risk analysis and verification. The third party will also assess areas of "high" importance and "high" gap.

Our approach leverages the work effort, experience, and investment of previous security assessments. It strives to minimize any duplicative work effort, ease workload constraints, and seeks to uphold the HIPAA requirement for a "thorough and accurate assessment of risks." We solicit comments regarding our approach and how the proposer's services will integrate with our HIPAA compliance plan.

### 1.3 Procuring and Contracting Agency

This RFP is issued by the Wisconsin Department of Health and Family Services (DHFS), Center for Uniformity, Security and Privacy (CUSP), which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for overseeing the procurement process and managing

the resulting contract is Richard Bucheger, Department IT Network Security Officer, CUSP. His e-mail address is [Bucherc@dhfs.state.wi.us](mailto:Bucherc@dhfs.state.wi.us). His phone number is (608) 266-2155.

## 1.4 Definitions

The following definitions are used through the RFP.

Agency means the Wisconsin Department of Health and Family Services.

Proposer/vendor means a firm submitting a proposal in response to this RFP.

State means State of Wisconsin.

Contractor means proposer awarded the contract.

## 2.0 Scope of the HIPAA Security Risk Assessment Project

The Security rule describes implementation specifications as either, required (R), or addressable (A). The proposer shall apply the criteria stated in the Security rule for handling and addressing "required" and "addressable" implementation specifications.

### 2.1 Organizational Risk Assessment

The proposer shall conduct a risk analysis and assessment of each Health Care Component's business practices following the completion of a gap analysis. The risk assessment will involve identification of all relevant threats, identification of vulnerabilities, control analysis, likelihood determination, impact analysis, risk determination, control recommendations, and results documentation. The proposer shall prioritize risk areas based on results and make recommendations for remediation. The following HIPAA Security Standards and implementation specifications are in-scope for this RFP:

#### **HIPAA Security Standards Matrix**

Standards	Sections	Implementation Specifications (R)=Required, (A)=Addressable
<b>Administrative Safeguards</b>		
Information Access Management	164.308(a)(4)	Access Authorization (A) Access Establishment and Modification (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Evaluation	164.308(a)(8)	(R)
<b>Physical Safeguards</b>		
Workstation Use	164.310(b)	(R)
Workstation Security	164.310(c)	(R)
Device and Media Controls	164.310(d)(1)	Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A)

### 2.2 Wide-Area Network Risk Assessment

DHFS/CUSP will provide the successful proposer specific details about the DHFS WAN relevant to the scope of this assessment at the start of the contract. The proposer shall conduct a risk analysis and assessment of the DHFS WAN following the completion of a gap analysis. The risk assessment will involve identification of all relevant threats, identification of vulnerabilities, control analysis, likelihood determination, impact analysis, risk determination, control recommendations, and results documentation. The proposer shall prioritize risk areas based on results and make recommendations for remediation. The following HIPAA Security Standards and implementation specifications are in-scope for this assessment:

#### **HIPAA Security Standards Matrix**

Standards	Sections	Implementation Specifications (R)=Required, (A)=Addressable
<b>Administrative Safeguards</b>		

Security Management Process	164.308(a)(1)	Information System Activity Review (R)
Information Access Management	164.308(a)(4)	Access Authorization (A) Access Establishment and Modification (A)
<b>Technical Safeguards</b>		
Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (e-PHI) (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

## 2.3 Information System Risk Assessment

The proposer shall conduct an information system risk analysis and assessment following the completion of a gap analysis. The risk assessment will involve identification of all relevant threats, identification of vulnerabilities, control analysis, likelihood determination, impact analysis, risk determination, control recommendations, and results documentation. The proposer shall prioritize risk areas based on results and make recommendations for remediation.

The proposer shall assess the following three information systems:

**Human Services Reporting System (HSRS),  
InsightCS, and  
Wisconsin Statewide Automated Child Welfare Information System (WiSACWIS).**

Refer to "**Appendix C - "DHFS Information System Description"** for information about each system.

The following HIPAA security rule standards and implementation specifications are in-scope for this assessment:

### **HIPAA Security Standards Matrix**

<b>Standards</b>	<b>Sections</b>	<b>Implementation Specifications (R)=Required, (A)=Addressable</b>
<b>Administrative Safeguards</b>		
Security Management Process	164.308(a)(1)	Information System Activity Review (R)
Information Access Management	164.308(a)(4)	Access Authorization (A) Access Establishment and Modification (A)
<b>Technical Safeguards</b>		
Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (e-PHI) (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

## **3.0 STATEMENT OF WORK**

This Statement of Work section describes specific tasks and deliverables required by the State in connection with this project. Proposer's work requirements are organized into the following categories: General Requirements, Planning Requirements, Project Monitoring Requirements, Deliverable Review and Assessment Requirements, and Project Management Support Requirements.

Any and all software used or proposed by the contractor must be compatible with DHFS standards (see **Appendix D "Architecture and Security Technical Standards List"**).

### **3.1 General Requirements**



#### 3.1.1 Deliverable Presentation

Proposer shall provide, for each task contained in this Statement of Work, a written deliverable and, at the option of the State, a face-to-face walkthrough of the written deliverable with designated members of the HIPAA Security Assessment Project at the time of delivery. See Section 3.4 for a comprehensive list of required deliverables for this project.

#### 3.1.2 Required Deliverable Formats

Copies of all working documents, deliverables, communications, etc. must be provided to CUSP in both hardcopy and standard electronic format on CDs, and/or as designated by CUSP. All deliverables shall be in two formats: one in the defined format detailed in Section 3.4, the other in Executive Summary format for eventual presentation to DHFS Executive Management and/or other high level stakeholder groups. Proposer shall provide all communications and deliverables in Microsoft Office (Office 97 compatible) and/or Microsoft Project 2000.

#### 3.1.3 Deliverable Schedule

The proposer shall deliver the written HIPAA Security Assessment Project deliverables on time to CUSP according to a mutually agreed upon schedule. Payment may be withheld until any disputes are rectified. (Also, reference Section 3.1.9)

#### 3.1.4 State Review of Deliverables

The State's review time will begin upon receipt of the proposer's deliverables. Review dates and times for subsequent project deliverables shall be set when the HIPAA Security Assessment Project Plan is approved. In order to expedite the final review of each deliverable, the proposer shall provide interim draft deliverables for preliminary review, as agreed upon with CUSP. State reviews of final deliverables shall be completed within five business days of receipt of deliverables.

#### 3.1.5 Personnel Availability

The proposer shall be an integral and vital member of the project and is expected to provide ongoing technical advice and to consult on project management decision-making and planning efforts. At a minimum, the proposer must make their lead HIPAA Security Assessment Project consultant available by telephone during Central Daylight Time (CDT) business hours. Proposer must respond to a State inquiry within the same business day.

#### 3.1.6 Computer Equipment and Software

The proposer shall provide its own computer hardware and software during this project. Prior to connecting to the DHFS LAN the proposer must have up-to-date virus protection. Software to be used by the proposer for communications and deliverables during this engagement shall be Microsoft Office (Office 97 compatible) and Microsoft Project 2000, unless otherwise directed by CUSP. Proposer shall identify software and database tools to be used for compliance with Section 3.4.

#### 3.1.7 Timekeeping

The proposer shall collect and report data on actual time spent by HIPAA Security Assessment Project personnel. The proposer shall maintain and report actual time data. Time data will be accumulated according to HIPAA Security Assessment Project tasks established in the HIPAA Security Assessment Project Work Plan. The proposer shall report hours according to the approved project plan.

#### 3.1.8 Billing Procedures

The proposer shall provide a monthly bill no later than the 30th of the month following the month worked for all work that has been accepted and approved by the State. The proposer shall clearly delineate and substantiate: hours and rate by name, labor category, and work assignment. Only vendor's staff and vendor's subcontractor directly associated with the contract performance will be permitted to charge for services. No indirect labor charges or other direct charges will be permitted.

#### 3.1.9 Performance Penalties and Rewards

**All deliverables and performance measures in this RFP will be monitored by CUSP.** Notwithstanding any conflicting terms and conditions, any and all performance issues (including untimely performance, failure to provide deliverables, etc.) must be resolved or corrected to the satisfaction of CUSP before payments will be made. CUSP reserves the right to determine if withholding of payment is warranted.

## **3.2 Planning Requirements**

### **3.2.1 Create Detailed HIPAA Security Assessment Project Work Plan**

The proposer shall create a detailed HIPAA Security Assessment Project Work Plan within seven (7) business days of execution of the contract in conjunction with CUSP. The HIPAA Security Assessment Project Work Plan must be maintained in a version of Microsoft Project (as coordinated with the State) and include activities, tasks, predecessors, resources, and schedules for conducting a HIPAA security assessment within the scope of this RFP. In addition to a Microsoft Project plan containing tasks, predecessors, resources, assignments and timeframes, the HIPAA Security Assessment Project Work Plan shall also provide detailed narrative describing approaches to be followed and tools to be used for each task.

### **3.2.2 Develop Required Work Plan Detail**

The HIPAA Security Assessment Project Work Plan must include separate tasks for each activity and checkpoint; logical sequence and interdependencies, including those with DHFS and contractor tasks; resource requirements and assignments; target completion dates for each task and deliverable; and identification of and compliance with deadlines and milestones.

## **3.3 Project Monitoring Requirements**

### **3.3.1 Monitor Execution of the Project Plan**

The proposer shall utilize earned value project management metrics and other indicators of the project's progress towards its goals and monitor the execution of the project plan. Metrics shall include project progress relative to budget, time, and resources expended/available.

### **3.3.2 HIPAA Security Assessment Project Work Plan Updates**

Throughout the life of the project, the proposer may update their HIPAA Security Assessment Project Work Plan as needed for changing project situations. Any changes shall be submitted to the State for approval before any changes are implemented.

### **3.3.3 Early Identification Of Problems**

The proposer shall be responsible for early identification and communication of problems and risks associated with execution of the project. Three primary areas of ongoing focus shall include, but not be limited to: adherence to schedule (time), adequacy of budget (money), and reasonableness of staffing assumptions (people).

### **3.3.4 Review Potential Changes to the HIPAA Security Assessment Project Work Plan**

For each proposed change to the HIPAA Security Assessment Project Work Plan, the proposer shall assess whether any new hazards or risks are introduced into the project. The proposer shall report if tasks need to be repeated as a result of changes to the HIPAA Security Assessment Project Work Plan.

### **3.3.5 Monitor Risks, Problems and Resolutions**

The proposer shall proactively identify and quantify risks and impacts to the project, make recommendations to prevent and/or reduce risks, identify causes of any missed deadlines, and monitor status of corrective actions / risk intervention strategies.

## **3.4 Deliverable Review and Assessment Requirements**

This section describes specific activities and deliverables required by DHFS in connection with an awarded contract for this RFP. The basic requirement of the successful proposer is to complete an assessment of the integrity, security, confidentiality, and availability of the electronic protected health information (e-PHI) used by DHFS HCCs for compliance with the HIPAA Security Rule.

The contractor will visit designated DHFS HCC facilities to conduct interviews and perform appropriate reviews of electronic systems, documentation, policies and procedures, and other analytical techniques to identify and assess risks, as well as identify critical exposure risks, and assess all DHFS Health Care

Components designated by the scope of this RFP. This work will dovetail and complement the in-house assessment work being done by DHFS internal audit staff.

#### 3.4.1 HIPAA Security Assessment Tool and Central Master Repository

Contractor shall propose a tool/questionnaire to collect and report information gathered during face-to-face interviews and discovery using automated processes as well as manual assessments. The tool should capture information required for all standards and implementation specifications described in the HIPAA Security Rule (as defined by the scope of this RFP), both “required” and “addressable.” DHFS must approve the HIPAA Security assessment tool to ensure that HIPAA Security regulations are adequately addressed.

The contractor shall store data collected during the information gathering stage in a central master repository/database. The purpose of the central master repository/database is to maintain all details captured during the assessment/data gathering phase in a single location, and to store the results of the gap analysis, risk assessment, business process analysis, control recommendations and cost analysis information as it becomes available. The repository must:

- be flexible enough to use as a tracking tool during the security remediation phase,
- run on the DHFS network, accessible to concurrent users,
- be used for recording in-house assessment information,
- become the property of the State of Wisconsin, and
- be available, current, off-the-shelf, easily maintained software such as MS SQL or MS Access.

The repository structure must allow easy access and reporting by HIPAA rule, category, facility, and program.

##### **Task(s):**

- Obtain State approval for HIPAA Security assessment tool and interview questions.
- Obtain State approval of central master repository design and maintenance.

##### **Deliverable(s):**

- Approved HIPAA Security assessment tool, interview questions, and data repository.

#### 3.4.2 HIPAA Security Baseline Assessment

The HIPAA Security Assessment identifies changes that must be made to DHFS' current administrative, physical, and technical safeguards of electronic PHI to achieve HIPAA Security compliance, within the scope of this RFP. The contractor shall use a combination of a HIPAA Security assessment tool and face-to-face interviews with key agency personnel.

The contractor shall automate and design tools and interview questions to capture actual administrative, technical, and physical practices within the DHFS HCCs as they relate to electronic protected health information (e-PHI). The assessment questionnaire shall include the Division/Office name, Bureau/Office name, HCC name, staff member responsible for answering each question, all information related to the question, and the flexibility to enter additional comments when applicable.

The contractor shall compile questionnaire results for each organizational unit within each Health Care Component. The analysis will focus on when, where, how, and with whom organizational units interface and what safeguards are in place to ensure electronic PHI is handled, created, received, stored, or transmitted appropriately. DHFS will provide names of key personnel for interviews and assist in coordinating interview schedules.

##### **Task(s):**

- Conduct data gathering sessions through use of HIPAA Security assessment tool.
- Conduct face-to-face interviews with key agency personnel.
- Update central repository with data obtained from data gathering sessions and interviews.

##### **Critical Milestone(s):**

- Completed interviews and data gathering effort.
- Completed data compilation and central repository update.

##### **Deliverable(s):**

- Central repository populated with all pertinent information.
- Completed assessment report for each DHFS HCC on their current administrative, physical and technical safeguards of e-PHI, identified by organizational unit and by the required and addressable implementation specifications.

#### 3.4.3 Security Gap Analysis

The Gap Analysis is a comparison between the HIPAA Security Standards and the impacted Health Care Component's current administrative, physical, and technical safeguards of e-PHI.

The contractor shall review the information gathered during the baseline assessment task and prepare a report to show discrepancies between the current state of the organization and each implementation specification described in this RFP. The contractor shall analyze each surveyed program within each facility for compliance with the required and addressable implementation specifications.

##### **Task(s):**

- Review the facility/program-level findings and perform follow up as required to completely address all applicable HIPAA Security Standards requirements as described in this RFP.
- Compare findings for each program within a facility with HIPAA requirements.

##### **Critical Milestone(s):**

- Completed HIPAA security gap analysis for each DHFS organizational unit, facility, and program.

##### **Deliverable(s):**

- Detailed HIPAA Security Gap Analysis Report.  
At a minimum this report addresses each required and addressable implementation specification of the administrative, physical and technical safeguards under the HIPAA Security regulations within the scope of this RFP, the significant assessment results, the standard, the gaps identified, identification of threats and vulnerabilities. The report will identify those areas for each standard/implementation requirement that needs to be addressed during the compliance effort for each location and grouped by organizational unit, facility location, and program.
- Summary HIPAA Security Gap Analysis Report.  
This report should summarize all related gaps.

#### 3.4.4 Security Risk Assessment

The contractor shall perform a HIPAA Security risk assessment following the completion of the gap analysis. The contractor shall analyze the risk exposure of current threats and vulnerabilities identified in section 3.4.3 for each DHFS organizational unit, facility location, and program. The contractor shall prioritize risks according to the severity of the gap and the probability of adverse consequences.

The HIPAA Security implementation specifications are labeled as either “required” or “addressable” (refer to HIPAA Security Standards Matrix in Section 2.0). The Security risk assessment should assess whether each implementation specification is a reasonable and appropriate safeguard to protect a Covered Entity’s e-PHI, and the contractor shall provide an equivalent “best practice” or “standard” if the contractor determines that such a measure is a reasonable and appropriate alternative for addressing the same risk.

##### **Task(s):**

- Work with DHFS designated personnel to develop organization/facility/program level risk assessments and define the impact measures. While conducting reviews, the contractor shall evaluate electronic systems and related documentation, conduct interviews, perform modeling where appropriate, and use other techniques generally used in a HIPAA Standards/Rule assessment effort.

##### **Critical Milestone(s):**

- Final evaluation of HIPAA security risks.

##### **Deliverable(s):**

- HIPAA Security Risk Assessment(s) Report(s).  
This report shall be organized by State agency, facility, and program; and rate the risk of each required and addressable implementation specification for each administrative, physical, and technical safeguard under the HIPAA Security regulations within the scope of this RFP.

#### 3.4.5 Recommend Control Measures

The intent of this effort is for the contractor to identify recommended control measures that are “reasonable and appropriate.” The contractor’s recommendations must be the most cost-effective control measures necessary to assure compliance with the HIPAA Security Standards. The contractor should describe the required remediation measures in terms of impact on DHFS business processes. The description of control measures should identify changes to policies, procedures, technology, and process flows for e-PHI.

**Task(s):**

- Gather information from Gap Analysis and Risk Assessment.
- Investigate alternatives for control measures and recommend the most “reasonable and appropriate”.

**Critical Milestone(s):**

- A recommended control measure for each identified risk.

**Deliverable(s):**

- A report of recommended control measures based on information from the Gap Analyses and Risk Assessments in order by organizational unit, facility and program.

#### 3.4.6 Cost Analysis Detail

The purpose of the Cost Analysis Detail is for the contractor to assist DHFS in quantifying remediation costs to facilitate budget-funding requests for HIPAA Security remediation. The Cost Analysis Detail will provide a breakdown of costs for all “high cost” remediation recommendations. The contractor and CUSP will agree upon the definition of “high cost.”

**Task(s):**

The contractor shall provide a defensible detailed analysis/metric describing how estimated costs are derived. Estimated costs will be listed for the following four areas:

- Estimate the amount of personnel or service costs
- Estimate of non-technical hardware costs (i.e. coded door locks, etc.)
- Estimate of technical hardware and software costs
- Estimate of policies/procedures update costs (i.e. disaster recovery plans, etc.).

**Critical Milestone(s):**

- Completed cost analysis for all high-cost items by risk severity and implementation specification category within the HCC.

**Deliverable(s):**

- Report of the estimated remediation costs to implement the required and addressable implementation specifications of the HIPAA Security Standards as described by the RFP for presentation to DHFS executive staff and other high-level stakeholder groups.

This report will be organized by recommended control measure, organizational unit, facility, and program.

#### 3.4.7 CUSP Report Format Specifications

Written reviews and assessments developed by the contractor must meet CUSP report format specifications. Written reviews and assessments shall be delivered to CUSP within three (3) business days of each review. As the project and associated reviews progress, the contractor and CUSP will evaluate the effectiveness of techniques, methods, and processes with respect to the meaningfulness of the approach. Flexibility must be maintained should further investigation, additional techniques, or other appropriate changes be required to provide DHFS with the most benefit.

#### 3.4.8 Assess Knowledge Transfer

The contractor shall assess and report out knowledge transfer to DHFS as related to this project. This will consist of changes that may include new automated processes, screens, forms, transactions, and technology that will be used by DHFS for future in-house assessments. The DHFS intends to use the tools, repository, and questionnaires developed by the contractor to repeat the risk assessment and management process on a regular basis.

## 3.5 Project Management Support Requirements

### 3.5.1 Attend HIPAA Security Assessment Project Management Meetings

The contractor shall attend scheduled and ad-hoc HIPAA Security Project Management Meetings.

### 3.5.2 Report Status

The contractor shall prepare biweekly project status reports that summarize key information about the progress of the project. The report shall provide the following information:

- Progress
- Plans
- Problems/Issues
- Biweekly schedule of milestones.

The contractor shall review project milestones and deliverables and report both positive features of the work completed as well as areas of technical or business risk.

## 4.0 PREPARING AND SUBMITTING A PROPOSAL

### 4.1 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

Event	Date
RFP issued	March 29, 2004
Deadline for receipt of questions	April 12, 2004 at 4:00 PM CDT
Answers to questions and issuance of any RFP addenda (estimate)	April 19, 2004
Written proposals due from vendor	May 10, 2004 at 1:00 PM CDT
Interviews of invited vendors	May 31, 2004
Notice of intent to award contract issued (estimate)	June 21, 2004
Contract start date (estimate)	July 12, 2004

### 4.2 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. The State may elect not to evaluate proposals that exceed the page limits specified for each required proposal section. Font size for all narrative descriptions must be no smaller than 12 characters per inch. Indexes, tables of contents, lists of figures/tables, and glossary of terms will not be counted toward the overall page count.

Allowance will be made for tabular or graphical presentations, whether incorporated in the text of the technical description or attached as separate exhibits. Graphic materials, standard commercial brochures or descriptions, or other standard product documentation that are attached in appendices or exhibits will not be counted against page limitations. However, evaluators cannot be expected to comprehend all material in

exhibits whose content and relevance to the proposal description are not clearly integrated into the proposal.

### **4.3 Clarification and/or Revisions to the Specifications and Requirements**

Any questions concerning this RFP must be submitted via e-mail to the Project Manager, Richard Bucheger at [Bucherc@dhfs.state.wi.us](mailto:Bucherc@dhfs.state.wi.us) on or before **April 12 at 4:00 PM CDT**. Answers to questions will be posted on the State's VendorNet site at: <http://vendornet.state.wi.us/vendornet/default.asp> and on the DHFS "HIPAA NOW" website at: <http://www.dhfs.state.wi.us/hipaa>. In the event it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Any contact with State employees concerning this RFP are prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to award contract is released.

### **4.4 Reasonable Accommodations**

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the project manager, Richard Bucheger at (608) 266-2155 (voice) or (608) 267-3600 (fax) or (608) 266-7376 (TTY).

### **4.5 Contract Term and Funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for a period not to exceed twelve (12) months or as otherwise negotiated.

### **4.6 Incurring Costs**

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

### **4.7 VendorNet Registration**

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the State. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on State purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a State agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, State agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

## 4.8 Submitting the Proposal

Proposers are to submit one hard copy and one electronic copy in MS Word/Excel (Office 97 compatible) on a CD. Proposer must submit all materials required for acceptance of their proposal by **May 10, 2004 at 1:00 P.M. CDT**, to:

**Wisconsin Department of Health and Family Services  
Division of Management and Technology/ BIS  
ATTN: Bonnie Alexander  
1 W. Wilson Street Room B174  
PO Box 7850  
Madison, WI 53707-7850 (Street address zip code is 53702)**

**Late proposals will be rejected, there are no exceptions.**

Proposals must be received in the above office by the specified time stated above. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the above Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's Name and Address
- Request for Proposal Title
- Request for Proposal Number
- Proposal Due Date

## **5.0 Project Proposal**

### **5.1 Proposal Format and Organization**

#### **5.1.1 Format and Signature**

Proposers are to submit one (1) hard copy and one (1) electronic copy of the proposal.

##### Hard Copy

As stated in *RFP Section 4.8 Submitting the Proposal*, the hard copy of the proposal will be considered the true and final copy of the application and should have original signatures. The only page where signatures are required is the Proposer Identification Page.

The hard copy of the proposal should be submitted on 8.5 by 11 inch paper. Pages are to be formatted with 1-inch margins, 12-character font, and 1.5 line spacing. The name of the proposer should be included in either the header or footer of each page. The hard copy is to be in a binder and is not to be spiral-bound in order to facilitate copying if that is necessary.

##### Electronic Copy

The electronic files are to be in Microsoft Word/Excel (Office 97 compatible) format on a CD. On the Proposer Identification Page where signatures are required, signatures on the hard copy will suffice if electronic signatures are not available.

Text files are to be formatted with 1-inch margins, 12-character font, and 1.5 line spacing. The name of the proposer should be included in either the header or footer of each page.

#### **5.1.2 Organization**

Proposals should be organized with the following headings and subheadings.

- Part I. Proposer Identification Page
- Part II. Executive Summary
- Part III. Project Proposal
  - a. Organizational Qualifications



- b. Project Organization and Staff
- c. Project Methodology
- d. Work Plan
- e. Cost Proposal

**Part IV. Financial Status**

For the electronic copy, individual files should be submitted for Parts I and II.

For Part III, two separate files should be submitted: one file for the Project Proposal sections 'a' through 'd' above, and one file for the Cost Proposal.

Part IV does not need to be submitted as an electronic file.

The following is an elaboration of each part of the proposal. Each part is to include all the items identified below for that part. The proposer may add other subparts to the outline. The evaluation of the proposal will be based on the items indicated below.

## **5.2 Part I - Proposer Identification Page**

The Proposer Identification Page is the first page of the proposal. In addition to the hard copy with signature, this page should be submitted as a separate computer file entitled, "ID Page-Proposer's Name."

The Identification Page is to include the following information, either as a list or in table format:

- Proposer name and address
- Contact person name, telephone number, e-mail address
- Date
- A statement re: minority bidder status: "We claim/ do not claim minority bidder preference."
- The following statement: "In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury. We will comply with all terms, conditions and specifications required by the State in this Request for Proposal and all terms of our proposal."
- Name, title, date, phone, fax, and e-mail, with signature, of a company representative who is authorized to commit the proposer to the work proposed.
- Space for submission date and time.

## **5.3 Part II - Executive Summary – 3 pages**

The Executive Summary should not exceed three pages. The purpose of the Executive Summary is to condense and highlight the contents of the proposal in a manner that provides the readers with an understanding of the entire proposal.

This section should include a statement of the approach to the scope of work as described in Section 2.0 and a discussion of the proposed program for accomplishing the requirements of the scope of work and achieving the contract objectives.

## **5.4 Part III – Proposal – not to exceed 50 pages**

The proposal should not exceed 50 pages. Reviewers will appreciate clarity and conciseness in all sections.

### **A. Organizational Qualifications –10 pages – 15% of total points**

The Organizational Qualifications section should include descriptions of:

1. The background of the company, its size and resources;

2. Recent or current experience that demonstrates corporate qualifications to successfully complete the proposed contract;
3. Information about the company's strengths and why it should be selected for this project.

We request that proposers minimize boilerplate language.

Details of the background of the company should include:

1. The date the corporation was established.
2. Ownership (public company, partnership, university affiliation, etc.).
3. The number of years in business and total number of employees.

Information on corporate-experience qualifications should include descriptions of experience that demonstrates:

1. Proposer knowledge or experience in performing IT security risk assessments, especially HIPAA security risk assessments. The proposer shall provide adequate detail of at least **three** comparable security and HIPAA assignments within the last 5 years involving large-scale assessment efforts that include modifications to existing business processes. **Proposer will provide permission, with their proposals, for references to release information to the State.** Proposer must provide adequate documentation and references to substantiate their expertise in this field. Each reference must include a primary contact person, with current telephone and e-mail address. Disclose dates that proposer performed services for client references, and dollar amount of each contract. For each referenced project describe if the project was completed on time and within the original bid amount. If not, identify time and overage. Additionally, disclose *any* litigation you have been involved with over contract performance.

In addition to this summary, you may provide any additional information about the projects listed such as the purpose, scope, your firm's involvement, and the final outcome or current status of the project. The State reserves the right to contact and verify, with any and all firms with whom the proposer has been known to have conducted business, the quality and degree of satisfaction for such performance.

2. Proposer knowledge of HIPAA compliance, especially in State government hybrid entities and/or other large health plans.
3. Proposer knowledge and experience with security assessment methodologies, management of HIPAA security standards and project management.
4. Proposer knowledge of federal requirements such as 45 CFR 95.621.

## **B. Project Organization and Staffing – 10 pages – 15% of total points**

The proposer must provide experienced, qualified professionals to insure the success of the project. Personnel with certified security credentials such as **Certified Information Systems Security Practitioner (CISSP) are preferred**. Proposer must provide resumes and references for the personnel in their proposals who will bring HIPAA expertise to this assessment project.

Proposer should provide adequate documentation, references, and certifications to substantiate the expertise of those personnel, and state explicitly the amount of time such experts will work on this project in its various tasks. Specifically, the proposer should indicate who on the proposed project team brings security and HIPAA expertise, and list how many hours each of these experts will spend on the project on its various tasks.

The proposer should list each individual proposed to serve the State on this assignment, with a complete description of his or her role, responsibilities, and planned availability in hours. Include the name, title, and phone number, of the proposed HIPAA Security Assessment project manager. Resumes must describe each individual's educational background, experience, other pertinent professional data, and should be sufficiently detailed to demonstrate an individual's qualifications and experience.

The proposer must commit that personnel who are bid in the proposal will be assigned to the project, and will not be bid for other projects without the explicit written approval of CUSP. The State retains the right of approval over all proposed personnel, including potential substitutions to those proposed in response to this

RFP. The proposer commits to replace project personnel whose performance is unsatisfactory to the State, with other personnel whose experience and skills are acceptable to the State.

Should specific personnel proposed by the proposer not be available for the project, the State reserves the right to approve any new personnel or cancel any and all agreements with the proposer.

### C. Project Methodology – 15 pages – 30% of total points

The Methodology Section is to include detailed information demonstrating the proposer's understanding of the scope and purpose of the project and a cogent description of the proposer's approach to completing the three risk assessments delineated in Section 2.0 of the RFP.

Explanations should include descriptions of how and why things are to be done, in addition to stating what is to be done. Explanations should include a description of the risk assessment methodology used and whether the methodology is comparable to NIST 800-30. The description should include an explanation of the risk assessment tools/questionnaire to be used to collect and report information gathered during interviews and discovery activities. Proposers should provide information about the central master repository that will be used to record the risk assessment information and to document management decisions.

### D. Work Plan – 10 pages – 20% of total points

The proposer shall deliver its proposed Work Plan. This section must provide a project organization chart listing by name, proposed personnel. The Work plan should provide a roadmap of tasks, resources and timing necessary to complete the scope of work listed in Section 2 and Section 3. It must also describe relationships between the proposer and any subcontractors. The Work Plan shall include but not be limited to the following:

- Tasks with scheduled start and completion dates for each
- Personnel assignments and estimated hours for each task. Time shall be listed for:
  - Proposer personnel
  - Required State agency program personnel (proposer to define needed skill types or business area)
  - Required State agency technical personnel.

### E. Cost Proposal – 5 pages - 20% of total points

The Cost Proposal must indicate the proposed cost of performing the work defined in Section 2 and Section 3. The quoted price must include proposed hourly rates for each proposed person, total hours of work over the contract period, and a proposed contract maximum amount to be billed. The Cost Proposal should include administrative and overhead costs, including travel time, etc. DHFS funding for this project is adequate but limited. We have reduced the scope of work in order to stay within our approved budget amount. Proposals that exceed this amount may not be considered. The cost proposal shall break out costs for each Health Care Component being assessed, Wide-Area Network and by each information system. Use the chart below to record this information:

#### COST Sheet

Proposer's name: \_\_\_\_\_

Item	Hours	Hourly Rate	Travel Costs	Total Cost
<b>Organizational Risk Assessment</b>				
DHFS Central Office (Madison)				
Central Wisconsin Center (Madison)				
Mendota Mental Health Institute (Madison)				

Southern Wisconsin Center (Union Grove) Northern Wisconsin Center (Chippewa Falls) Sand Ridge Secure Treatment Center (Mauston) Wisconsin Resource Center (Winnebago) Winnebago Mental Health Institute (Winnebago) Bureau of Milwaukee Child Welfare (Milwaukee) Regional Offices <i>(List total number of hours worked, hourly rate and any miscellaneous expenses, (travel, lodging, etc.) for each Health Care Component)</i>				
<b>Wide-Area Network Risk Assessment</b> DHFS Central Office (Madison) <i>(List total number of hours worked, hourly rate and any miscellaneous expenses)</i>				
<b>Information System Risk Assessment</b> Human Services Reporting System InsightCS Wisconsin Statewide Automated Child Welfare Information System <i>(List total number of hours worked, hourly rate and any miscellaneous expenses, by application.)</i>				
<b>Administrative overhead (I.e., software, tools, etc.)</b>				
<b>Total Costs</b>				

## 5.5 Financial Status – no page limit

The proposer shall submit one copy of its most recent financial statements in a separate envelope, labeled “Financial Status.” These shall include at least a balance sheet and income statement. The proposer shall also include a statement of the proposer’s other contractual obligations that might have an influence on the capabilities of the proposer to perform the conditions of the contract (i.e., shared personnel) or whose financial condition is deemed to be a risk to the State for successful performance of the contract.

The State may disqualify from consideration any proposer who is involved in bankruptcy proceedings.

## 6.0 PROPOSAL SELECTION AND AWARD PROCESS

### 6.1 Presentations and Interviews

Based on an evaluation of the written proposal, top scoring vendors may be required to participate in interviews and/or site visits to support and clarify their proposals, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to interview or permit a site visit on the date scheduled may result in rejection of the vendor's proposal.

### 6.2 Preliminary Evaluation

The proposals will be reviewed initially to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. In the event that all vendors do not meet one or more of the mandatory submission requirements, the State reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

## 6.3 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of an evaluation committee except at the State's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

The cost proposals will be calculated with the most points awarded to the proposal with the lowest cost. Other cost proposals will be assigned points that correlate to those assigned to the lowest cost proposal.

## 6.4 Evaluation Criteria

Proposals will be scored as follows:

**a. Organizational Qualifications 150 points 15%**

Points will be awarded on the extent and relevance of experience and qualifications (Refer to *RFP Section 5.4 A.*)

**b. Project Organization and Staffing 150 points 15%**

Points will be awarded based on the extent and relevance of the experience and qualifications of the staff assigned to the project (Refer to *RFP Section 5.4 B.*)

**c. Project Methodology 300 points 30%**

Points will be awarded based on the extent to which the methodology described in the proposal (Refer to *RFP Section 5.4 C*) demonstrates a clear formulation of the project goals, contract components, and performance requirements (Refer to *RFP Section 2.0*).

**d. Work Plan 200 points 20%**

Points will be awarded based on the inclusion of all deliverables (Refer to *RFP Section 5.4 D*), how well tasks, procedures, and staff responsibilities are delineated, and the extent to which the work plan appears to be a realistic plan to meet the project needs.

**e. Cost Proposal 200 points 20%**

The lowest cost proposal will receive the maximum number of points available for the cost category. Other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal. The scores for the cost category will be calculated on a mathematical formula and will not be scored by the evaluation committee members.

## 6.5 Right to Reject Proposals and Negotiate Contract Terms

The State reserves the right to reject any and all proposals. The State may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

## 6.6 Award and Final Offers

The State will compile the final scores for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the State will request a final and best offer.

## **6.7 Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date for proposals.

## **6.8 Notification of Intent to Award**

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP.

## **6.9 Appeals Process**

Notices of intent to protest and protests must be made in writing. Protesters should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with:

Helene Nelson, Secretary  
Department of Health and Family Services  
1 W. Wilson Street  
Madison, WI 53703  
(608) 266-9622

The notice must be received in the Secretary's office no later than five (5) working days after the notice of intent to award is issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a statute or a provision of a Wisconsin Administrative Code.

## **7.0 Prime Contractor and Minority Business Subcontractors**

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

The State of Wisconsin is committed to the promotion of minority business in the State's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the State's purchasing program.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to

participate in the performance of its contracts. The contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor shall furnish appropriate quarterly information about its effort to achieve this goal, including the identities of such enterprises certified by the Wisconsin Department of Commerce and their contract amount.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. The listing is published on the Internet at: <http://www.doa.state.wi.us/dsas/mbe/index.asp>.

## **7.1 Business Associate Agreement**

If in the course of conducting the security risk assessment the contractor will access health information protected by HIPAA, DHFS and the contractor will enter into a Business Associate Agreement governing such access.

## **7.2 Executed Contract to Constitute Entire Agreement**

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award.

The following priority for contract documents will be used if there are conflicts or disputes.

- Official Purchase Orders
- Vendor's Proposal Dated May 10, 2004
- State Request for Proposal Dated March 29, 2005
- Standard Terms and Conditions
- Supplemental Standard Terms and Conditions for Procurements for Services
- Business Associate Agreement

## **7.3 Termination of Contract**

The agency may terminate the contract at any time at its sole discretion by delivering fifteen (15) days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within fifteen (15) days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than thirty (30) days prior to said termination.

## **8.0 STANDARD TERMS AND CONDITIONS**

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written



contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

**18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

**19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

**19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

**19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state

agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

**20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.



## Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

## **9.0 REQUIRED FORMS**

The following forms must be completed and submitted with the proposal. Blank forms are attached.

Designation of Confidential and Proprietary Information (DOA-3027)

Vendor Information (DOA-3477)

Vendor Reference (DOA-3478)

Request for Proposal Cover Page (DOA-3261)

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal # **0438 DMT-BIS-SM** includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section

Page #

Topic


IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The State considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Signature

Authorized Representative

\_\_\_\_\_

Type or Print

Date

\_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

## VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_  
FEIN \_\_\_\_\_

Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_

FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

2. Name the person to contact for questions concerning this bid / proposal.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_

FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_

FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (    ) \_\_\_\_\_ Toll Free Phone (    ) \_\_\_\_\_

FAX (    ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

**VENDOR REFERENCE**

FOR VENDOR: \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

## **10.0 Appendixes**

The following are supplemental appendices, which will be useful in preparing a response to this RFP.

- 10.1 Appendix A: DHFS Health Care Components**
- 10.2 Appendix B: DHFS HIPAA Security Assessment Architecture**
- 10.3 Appendix C: DHFS Information System Description**
- 10.4 Appendix D: Architecture and Security Technical Standards List**
- 10.5 Appendix E: Assurance of Compliance with Ethical Guidelines and Procedures for Evaluation**



**Appendix E**

**State of Wisconsin  
Department of Health and Family Services**

**Request for Proposal: DHFS HIPAA Security Risk Assessment  
RFP# 0438 DMT-BIS-SM**

**Assurance of Compliance with Ethical  
Guidelines and Procedures for Proposal Evaluations**

I certify that I have no personal financial interest in any of the organizations or companies submitting proposals to this Evaluation Committee. Further, I do not participate in the activities or administration of any of these organizations or companies that lead me to hold a “substantial bias” in favor of or against any proposing organization or company. I have never represented any of these organizations except as noted below (explain below). I am able to evaluate fairly and impartially all proposals given to me regardless of their authors.

and

I certify that I have informed the Evaluation Committee Advisor of any other possible conflict of interest, apparent or real.

and

I certify that I have completed the evaluations of all proposals with the evaluation instructions and ethical guidelines provided.

Comment:

Signed \_\_\_\_\_ Date \_\_\_\_\_

or

I wish to disqualify myself from the Evaluation Committee because of a potential conflict of interest or the appearance of a conflict of interest regarding:

\_\_\_\_\_  
Name of Proposer

Signed \_\_\_\_\_ Date \_\_\_\_\_